



CONFIDENTIALITY POLICY

Millennium Foundation Kosovo

I. Purpose

The Millennium Foundation Kosovo (“MFK”) encourages transparency with respect to implementation of the Threshold Program. To avoid harm to MFK and the Threshold program, certain privileged, proprietary and sensitive information of MFK must nonetheless be treated as confidential and handled in a reasonable and appropriate manner to avoid public disclosure. The general purpose of the policy outlined in this document (the “*Confidentiality Policy*”) is to protect the confidential information of MFK and to provide guidance to members of the Board of Directors, Key Staff, employees, consultants, contractors, agents or representatives of MFK and members of any MFK Stakeholder Committee in the handling and treatment of confidential information.

II. Definitions

When used in this Confidentiality Policy, the following terms have the meanings given to them below. Capitalized terms used but not defined in this Confidentiality Policy have the meanings given to them in the Threshold Program Implementation Agreement, as the case may be.

“*Acknowledgement*” means the acknowledgement and disclosure form attached to this Confidentiality Policy as Appendix 1.

“*Board of Directors*” means the Board of Directors of MFK

“*Confidential Information*” means information obtained or received by a Covered Person in the course of performing his or her duties or responsibilities for MFK or as a result of his or her relationship with MFK that is not made publicly available in accordance with the terms of the Threshold Agreement or related documents.

- (a) Confidential Information includes documents, reports, data and other information relating to: (i) MFK personnel matters; (ii) actual, potential or apparent conflicts

of interest; (iii) procurement matters prior to final contract award; and (iv) contract administration matters; and (v) any other documents, reports, data and information specifically designated as being confidential or proprietary by MFK or its Board of Directors and agreed by MCC.

- (b) Confidential Information does not include any documents, reports, data or other information of the type that is made public under the terms of the Threshold Agreement or the MCC Accountable Entity Guidelines.

“Covered Person” means each (a) member of the Board of Directors; (b) each Key Staff, employee, consultant, contractor, agent, representative or volunteer engaged by or providing services to MFK; and (c) each member of any MFK Stakeholder Committee; *provided* that MCC and its employees, consultants, contractors, agents or other representatives, including the MCC representative on the Board of Directors, are not considered Covered Persons for purposes of this Confidentiality Policy.

“MCC Accountable Entity Guidelines” means the *“Guidelines for Accountable Entities and Implementation Structures”* which may be found on the MCC Website, as amended from time to time.

“Key Staff” has the meaning provided in the MCC Accountable Entity Guidelines.

“Threshold Agreement” means the Threshold Program Grant Agreement entered by and between the Republic of Kosovo acting through the President of the Republic of Kosovo (the *“Government”*), and the United States of America, acting through the Millennium Challenge Corporation (*“MCC”*), signed on September 12, 2017.

III. Policies

- A. Each Covered Person shall maintain the strict confidentiality of all Confidential Information, and shall take reasonable efforts to prevent the intentional or unintentional use or disclosure of such Confidential Information, except as explicitly authorized by MFK with the prior written approval of MCC.
- B. Confidential Information that is made public in violation of this Confidentiality Policy does not lose its status as Confidential Information as a result of such violation.
- C. A Covered Person who discloses Confidential Information in violation of this Confidentiality Policy will be subject to disciplinary action (including possible termination or separation), even if he or she does not actually benefit from the disclosure.
- D. This Confidentiality Policy shall be binding upon each Covered Person both during, and after the cessation or termination (for any reason) of, such person’s employment or association with MFK
- E. A Covered Person may disclose Confidential Information to another Covered Person on a “need to know” basis and in connection with responsibilities of the role being performed

by that other Covered Person and provided that such other Covered Person has agreed to be bound by this Confidentiality Policy by signing and delivering an Acknowledgment to MFK.

- F. A Covered Person shall not use Confidential Information for his or her personal benefit or for the benefit of any of his or her family members or associates.
- G. Upon the cessation or termination of a Covered Person's employment, engagement or association with MFK such Covered Person shall promptly return all Confidential Information to MFK. A Covered Person is not permitted to retain copies of any Confidential Information upon the cessation or termination of his or her relationship with MFK.
- H. Notwithstanding the termination of Employment, association or engagement between the Covered Person and MFK for whatsoever reason, the obligations to maintain the secrecy and the confidentiality of the Confidential Information shall endure for a period of two years from the date of such termination.
- I. Notwithstanding any of the restrictions on disclosure contained in this Confidentiality Policy, a Covered Person may, and upon MCC's request shall, provide any information (including Confidential Information) to MCC, or, at MCC's direction, to the Inspector General of MCC, the United States Government Accountability Office or other independent auditors and investigatory bodies that may be designated by MCC.
- J. If, at any time, any Covered Person has a question as to whether a particular item or matter may be disclosed, he or she shall, and shall be entitled to, request the guidance of the Legal Advisor of MFK prior to disclosure.
- K. A copy of this Confidentiality Policy shall be given to each Covered Person upon commencement of such person's relationship with MFK or upon the official adoption of this policy. Each Covered Person shall be required to sign an Acknowledgement as a condition of his or her appointment or engagement by or with MFK.
- L. Failure to sign an Acknowledgement does not nullify this Confidentiality Policy or otherwise limit its application to any Covered Person.

Date of approval by the Board of Directors: **February 28, 2019**

Appendix 1

**Confidentiality Policy
Acknowledgement and Annual Disclosure Form**

This acknowledgement (this “*Acknowledgement*”) must be filed by each Covered Person, as defined in the MFK Confidentiality Policy (approved by the Board of Directors of MFK on [date]) (the “*Confidentiality Policy*”). Capitalized terms used in this Acknowledgement have the meanings given to them in the Confidentiality Policy.

I have received and carefully reviewed the Confidentiality Policy of MFK and have considered not only the literal expression of the policy, but also its intent. By signing this Acknowledgement, I hereby confirm that I understand the contents of, and my obligations under, the Confidentiality Policy and affirm that I agree to comply with the Confidentiality Policy, both during and after the cessation or termination (for any reason) of my relationship with MFK

I understand that failure to comply with this Policy shall attract the necessary sanctions including termination of employment or engagement.

SIGNED:

Signature: _____

Printed Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Printed Name: _____

Date: _____